

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

KATERRA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 21-31861 (DRJ)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
PRIME CLERK LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

Emergency relief has been requested. A hearing will be conducted on this matter on June 7, 2021 at 3:30 pm (prevailing Central Time) in Courtroom 400, 4th floor, 515 Rusk, Houston, Texas 77002. You may participate in the hearing either in person or by audio/video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. You will be responsible for your own long distance charges. Once connected, you will be asked to enter the conference room number. Judge Jones's conference room number is 205691.

You may view video via GoToMeeting. To use GoToMeeting, the Court recommends that you download the free GoToMeeting application. To connect, you should enter the meeting code "JudgeJones" in the GoToMeeting app or click the link on Judge Jones's home page on the Southern District of Texas website. Once connected, click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of the hearing. To make your electronic appearance, go to the Southern District of Texas website and select "Bankruptcy Court" from the top menu. Select "Judges' Procedures," then "View Home Page" for Judge Jones. Under "Electronic Appearance" select "Click here to submit Electronic Appearance". Select the case name, complete the required fields and click "Submit" to complete your appearance.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must either appear at the hearing or file a written response prior to the hearing. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

Relief is requested not later than June 7, 2021.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://cases.primeclerk.com/katerra>. The location of Debtor Katerra Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 9305 East Via de Ventura, Scottsdale, Arizona 85258.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state the following in support of this application (this “Application”):

Relief Requested

1. The Debtors request entry of an order (the “Order”), substantially in the form attached hereto, authorizing the Debtors to employ and retain Prime Clerk LLC (“Prime Clerk”) as claims, noticing, and solicitation agent (the “Claims and Noticing Agent”) in the Debtors’ chapter 11 cases to, among other tasks: (i) serve as the noticing agent to mail notices to the estates’ creditors, equity security holders, and other parties in interest; (ii) provide computerized claims, objection, solicitation, and balloting-related services; and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to these chapter 11 cases. In support of this Application, the Debtors submit the *Declaration of Benjamin J. Steele in Support of Debtors’ Emergency Application for Entry of an Order Authorizing the Employment and Retention of Prime Clerk LLC as Claims, Noticing, and Solicitation Agent* (the “Steele Declaration”), attached hereto as **Exhibit A**.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are 28 U.S.C. § 156(c), sections 105(a), 327, and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy”

Code”), Bankruptcy Rules 2002(f), 2014(a), and 2016, and rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”).

Background

5. Kattera, Inc., together with its Debtor and non-Debtor subsidiaries (“Kattera”), is a technology-driven construction company that develops, manufactures, and markets products and services in the commercial and residential construction spaces. Kattera delivers a comprehensive suite of products and services for its clients through a distinct model that combines end-to-end integration with significant investment in technological and design innovation. Kattera offers services to its clients through three distinct offerings: (a) end-to-end new build; (b) construction services; and (c) renovations. Kattera has approximately 6,400 employees who are primarily located in nine countries. In the year ending 2020, Kattera’s operations generated revenue of approximately \$1.75 billion.

6. On the date hereof (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description surrounding the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Marc Liebman in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”)² and in the *Declaration of Matthew R. Niemann in Support of (A) DIP Financing and (B) All First Day Relief* filed contemporaneously with this Application and incorporated by reference herein. As described in more detail in the First Day Declaration, the Debtors commenced these chapter 11 cases in the face of a liquidity crisis and with the goal of facilitating a marketing and sale process for their assets to maximize value and creditor recoveries.

² Capitalized terms used but not otherwise defined in this Application shall have the meanings given to them in this Application or the First Day Declaration, as applicable.

7. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Application, the Debtors have requested procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed or designated.

Basis for Relief

8. The Debtors request entry of the Order to employ and retain Prime Clerk as the Claims and Noticing Agent for the Debtors and their chapter 11 cases, to, among other tasks: (i) serve as the noticing agent to mail notices to the estates' creditors, equity security holders, and parties in interest; (ii) provide computerized claims, objection, solicitation, and balloting database services; and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Debtors' chapter 11 cases, pursuant to the provisions of Prime Clerk's engagement agreement, attached hereto as **Exhibit B** (the "Engagement Agreement"). The Debtors' selection of Prime Clerk to act as the Claims and Noticing Agent is appropriate under the circumstances and in the best interest of the estates. Moreover, the Debtors believe, based on all engagement proposals obtained and reviewed, that Prime Clerk's rates are competitive and reasonable given Prime Clerk's quality of services and expertise. The terms of Prime Clerk's retention are set forth in the Engagement Agreement.

9. Although the Debtors have not yet filed their schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules and Statements"), they anticipate that there will be thousands of parties to be noticed and that many of these parties will file claims. In view of the number of anticipated notice parties and claimants and the complexity of the Debtors' businesses, the appointment of a claims and noticing agent will provide the most effective and

efficient means of, and relieve the Debtors and/or the Office of the Clerk of the Bankruptcy Court (the “Clerk’s Office”) of the administrative burden of noticing, administering claims, and soliciting and tabulating votes and is in the best interests of both the Debtors’ estates and their creditors.

Prime Clerk’s Qualifications

10. Prime Clerk is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Prime Clerk’s professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Prime Clerk’s professionals have acted as debtor’s counsel or official claims and noticing agent in many large bankruptcy cases in various districts nationwide. Prime Clerk’s active and former cases include: *Seadrill Partners LLC*, No. 20-35740 (DRJ) (Bankr. S.D. Tex.); *MD America Energy, LLC*, No. 20-34966 (DRJ) (Bankr. S.D. Tex.); *Pacific Drilling S.A.*, No. 20-35212 (DRJ) (Bankr. S.D. Tex.); *Fieldwood Energy LLC*, No. 20-33948 (MI) (Bankr. S.D. Tex.); *White Stallion Energy, LLC*, No. 20-13037 (LSS) (Bankr. D. Del.); *Northwest Hardwoods, Inc.*, No. 20-13005 (CSS) (Bankr. D. Del.); *Mallinckrodt plc*, No. 20-12522 (JTD) (Bankr. D. Del.); *Ursa Piceance Holdings LLC*, No. 20-12065 (BLS) (Bankr. D. Del.); and *Shiloh Industries, Inc.*, No. 20-12024 (LSS) (Bankr. D. Del.).

Services to Be Provided

11. This Application pertains to the work to be performed by Prime Clerk under section 327(a) of the Bankruptcy Code and under the Clerk’s Office’s delegation of duties permitted by 28 U.S.C. § 156(c). Under the Engagement Agreement, Prime Clerk will perform

the following services, as the Claims and Noticing Agent, at the request of the Debtors or the Clerk's Office:

- (a) assist the Debtors with the preparation and distribution of all required notices and documents in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including: (i) notice of any claims bar date; (ii) notice of any proposed sale of the Debtors' assets; (iii) notices of objections to claims and objections to transfers of claims; (iv) notices of any hearings on a disclosure statement and confirmation of any plan or plans of reorganization, including under Bankruptcy Rule 3017(d); (v) notice of the effective date of any plan; and (vi) all other notices, orders, pleadings, publications, and other documents as the Debtors, Court, or Clerk may deem necessary or appropriate for an orderly administration of these chapter 11 cases;
- (b) maintain an official copy of the Debtors' Schedules and Statements, listing the Debtors' known creditors and the amounts owed thereto;
- (c) maintain (i) a list of all potential creditors, equity holders and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party-in-interest or the Clerk's Office;
- (d) furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for receiving claims and returned mail, and process all mail received;
- (f) for all notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk's Office an affidavit or certificate of service no more frequently than every seven (7) days which includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was mailed

(in alphabetical order) with their addresses;³ (iii) the manner of service; and (iv) the date served;

- (g) receive and process all proofs of claim received, including those received by the Clerk's Office, check said processing for accuracy and maintain the original proofs of claim in a secure area;
- (h) provide an electronic interface for filing proofs of claim;
- (i) maintain the official claims register (the "Claims Register") on behalf of the Clerk's Office; upon the Clerk's Office's request, provide the Clerk's Office with the certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); and (vii) any disposition of the claim;
- (j) provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- (k) implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;
- (l) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Prime Clerk not less than weekly;
- (n) monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (o) identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (p) assist in the dissemination of information to the public and respond to requests for administrative information regarding these chapter 11 cases as

³ Subject to any relief ordered pursuant to the Debtors' *Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Redact Certain Personal Identification Information, (II) Approving the Form and Manner of Notice of Commencement, and (III) Granting Related Relief*, filed contemporaneously herewith.

directed by the Debtors or the Court, including through the use of a case website and/or call center;

- (q) provide docket updates via email to parties who subscribe for such service on the Debtors' case website;
- (r) monitor the Court's docket in these chapter 11 cases and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;
- (s) comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements;
- (t) if these chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three (3) days of notice to Prime Clerk of entry of the order converting the cases;
- (u) thirty (30) days prior to the close of these chapter 11 cases, to the extent practicable, request that the Debtors submit to the Court a proposed order dismissing Prime Clerk as claims, noticing, and solicitation agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases;
- (v) within seven (7) days of notice to Prime Clerk of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Register as of the date immediately before the close of the cases;
- (w) at the close of these chapter 11 cases: (i) box and transport all original documents, in proper format, as provided by the Clerk's Office, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154, or (B) any other location requested by the Clerk's Office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims;
- (x) assist the Debtors with plan-solicitation services including: (i) balloting; (ii) distribution of applicable solicitation materials; (iii) tabulation and calculation of votes; (iv) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (v) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; and (vi) in connection with the foregoing services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;
- (y) assist with the preparation of the Debtors' Schedules and Statements and gather data in conjunction therewith;
- (z) provide a confidential data room, if requested;

- (aa) manage and coordinate any distributions pursuant to a chapter 11 plan; and
- (bb) provide such other processing, solicitation, balloting, and other administrative services described in the Engagement Agreement, that may be requested from time to time by the Debtors, the Court, or the Clerk's Office.

Professional Compensation

12. The Debtors request that the undisputed fees and expenses incurred by Prime Clerk in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business pursuant to the Engagement Agreement without further application to or order of the Court.

13. Prime Clerk agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from this Court.

14. Prior to the Petition Date, the Debtors provided Prime Clerk an advance in the amount of \$50,000. Prime Clerk seeks to first apply the advance to all prepetition invoices, and thereafter, to have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

15. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Prime Clerk and its members, officers, employees,

representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Prime Clerk's gross negligence or willful misconduct, or as otherwise provided in the Engagement Agreement or Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims and noticing agent in these chapter 11 cases.

Disinterestedness

16. Prime Clerk has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Steele Declaration, Prime Clerk has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

17. To the best of the Debtors' knowledge, Prime Clerk is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, as Prime Clerk represents in the Steele Declaration, among other things, that:

- (a) Prime Clerk, its members, and employees are not and were not, within two years before the date of the filing of these chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors;
- (b) Prime Clerk will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;
- (c) By accepting employment in these chapter 11 cases, Prime Clerk waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Prime Clerk will not be an agent of the United States and will not act on behalf of the United States;

- (e) Prime Clerk will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- (f) In its capacity as Claims and Noticing Agent in these chapter 11 cases, Prime Clerk will not intentionally misrepresent any fact to any person;
- (g) Prime Clerk shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers;
- (h) Prime Clerk will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (i) None of the services provided by Prime Clerk as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's Office.

Prime Clerk will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

18. To the extent that there is any inconsistency between this Application, the Order, and the Engagement Agreement, the Order shall govern.

Emergency Consideration

19. Pursuant to Bankruptcy Local Rule 9013-1(i), the Debtors request emergency consideration of this Application pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first twenty-one days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." This Application requests relief from procedural rules and requirements that pertain to matters of immediate significance or which involve deadlines sooner than twenty-one days after the Petition Date. The relief will save costs and avoid undue administrative burden and confusion only if granted before the applicable deadlines. Accordingly, the Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and request that the Court approve the relief requested in this Application on an emergency basis.

Notice

20. The Debtors will provide notice of this Application to the following parties or their counsel: (a) the United States Trustee for the Southern District of Texas; (b) the holders of the 40 largest unsecured claims against the Debtors (on a consolidated basis); (c) Weil, Gotshal & Manges LLP as counsel to the DIP Lender; (d) the Office of the United States Attorney for the Southern District of Texas; (e) the state attorneys general for states in which the Debtors conduct business; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; (h) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (i) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (j) any other party entitled to notice pursuant to Bankruptcy Local Rule 9013-1(d). In light of the nature of the relief requested, no further notice is required.

The Debtors request entry of an order, substantially in the form attached hereto, authorizing Prime Clerk to act as Claims and Noticing Agent for the Debtors and granting such other relief as may be appropriate.

Houston, Texas
June 7, 2021

/s/ Matthew D. Cavanaugh

JACKSON WALKER LLP

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Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge.
This statement is being made pursuant to Local Rule 9013-1(i).

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

Certificate of Service

I certify that on June 7, 2021, I caused a copy of the foregoing document to be served by
the Electronic Case Filing System for the United States Bankruptcy Court for the Southern
District of Texas.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

Exhibit A

Steele Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

KATERRA INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 21-31861 (DRJ)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DECLARATION OF BENJAMIN J. STEELE IN SUPPORT
OF DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF AN
ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
PRIME CLERK LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

I, Benjamin J. Steele, under penalty of perjury, declare as follows:

1. I am a Managing Director of Prime Clerk LLC ("Prime Clerk"), a chapter 11 administrative services firm whose headquarters are located at One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, New York 10165. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the above-captioned debtors' (collectively, the "Debtors") *Debtors' Emergency Application for Entry of an Order Authorizing the Employment and Retention of Prime Clerk LLC as Claims, Noticing, and Solicitation Agent*, which was filed contemporaneously herewith (the "Application").²

3. Prime Clerk is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://cases.primeclerk.com/katerra>. The location of Debtor Katerra Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 9305 East Via de Ventura, Scottsdale, Arizona 85258.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

Prime Clerk's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Prime Clerk's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in various districts nationwide. Prime Clerk's active and former cases include: *Seadrill Partners LLC*, No. 20-35740 (DRJ) (Bankr. S.D. Tex.); *MD America Energy, LLC*, No. 20-34966 (DRJ) (Bankr. S.D. Tex.); *Pacific Drilling S.A.*, No. 20-35212 (DRJ) (Bankr. S.D. Tex.); *Fieldwood Energy LLC*, No. 20-33948 (MI) (Bankr. S.D. Tex.); *White Stallion Energy, LLC*, No. 20-13037 (LSS) (Bankr. D. Del.); *Northwest Hardwoods, Inc.*, No. 20-13005 (CSS) (Bankr. D. Del.); *Mallinckrodt plc*, No. 20-12522 (JTD) (Bankr. D. Del.); *Ursa Piceance Holdings LLC*, No. 20-12065 (BLS) (Bankr. D. Del.); and *Shiloh Industries, Inc.*, No. 20-12024 (LSS) (Bankr. D. Del.).

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Prime Clerk will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "Clerk's Office"), the services specified in the Application and the Engagement Agreement, and, at the Debtors' request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement. In performing such services, Prime Clerk will charge the Debtors the rates set forth in the Engagement Agreement, which is attached as **Exhibit B** to the Application.

5. Prime Clerk represents, among other things, the following:
- (a) Prime Clerk, its members, and employees are not and were not, within two years before the date of the filing of these chapter 11 cases, creditors, equity security holders, insiders, or employees of the Debtors;
 - (b) Prime Clerk will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these chapter 11 cases;

- (c) By accepting employment in these chapter 11 cases, Prime Clerk waives any rights to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) In its capacity as the Claims and Noticing Agent in these chapter 11 cases, Prime Clerk will not be an agent of the United States and will not act on behalf of the United States;
- (e) Prime Clerk will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- (f) Prime Clerk is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- (g) In its capacity as Claims and Noticing Agent in these chapter 11 cases, Prime Clerk will not intentionally misrepresent any fact to any person;
- (h) Prime Clerk shall be under the supervision and control of the Clerk’s Office with respect to the receipt and recordation of claims and claim transfers;
- (i) Prime Clerk will comply with all requests of the Clerk’s Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Prime Clerk as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk’s Office.

6. In accordance with section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the “Potential Parties in Interest”) in these chapter 11 cases, which parties are listed on **Schedule 1** attached hereto. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors, non-Debtor affiliates, current and former directors and officers of the Debtors, significant stockholders, secured creditors, lenders, the Debtors’ 30 largest unsecured creditors on a consolidated basis, contract counterparties, landlords, vendors, insurers, utilities, governmental authorities, the United States Trustee and persons employed in the office of the United States Trustee, and other parties. The results of the conflict check were compiled and reviewed by Prime Clerk professionals under my

supervision. At this time, and as set forth in further detail herein, Prime Clerk is not aware of any connection that would present a disqualifying conflict of interest. Should Prime Clerk discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Prime Clerk will use reasonable efforts to file promptly a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Prime Clerk, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors, or other relevant parties. Prime Clerk may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Prime Clerk serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.

8. Certain of Prime Clerk's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in these cases. Such firms include Kirkland & Ellis LLP ("Kirkland"); Weil, Gotshal & Manges LLP ("Weil"); O'Melveny & Myers LLP; Mayer Brown LLP; Fried, Frank, Harris, Shriver & Jacobson LLP; Bracewell LLP; Proskauer Rose LLP; Curtis, Mallet-Prevost, Colt & Mosle LLP; Baker & Hostetler LLP; Togut, Segal & Segal LLP; Gibson, Dunn & Crutcher LLP; Willkie Farr & Gallagher LLP; Jones Day; Shearman & Sterling LLP; KPMG LLP ("KPMG"); PricewaterhouseCoopers LLP; Epiq Bankruptcy Solutions, LLC; Donlin, Recano & Company, Inc.; and Kurtzman Carson Consultants LLC. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtors while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when these chapter 11 cases were filed.

9. Prime Clerk hereby discloses the following connections, each of which Prime Clerk believes does not present an interest adverse to the Debtors or preclude Prime Clerk from meeting the disinterestedness standard under the Bankruptcy Code and is disclosed solely out of an abundance of caution:

- I was previously an associate at Kirkland, counsel to the Debtors in these chapter 11 cases. In addition, Michael J. Frishberg and Benjamin P.D. Schrag, employees and divisional managers of Prime Clerk, were previously employed by Kirkland. I left Kirkland in August 2013, Mr. Frishberg left Kirkland in February 2008, and Mr. Schrag left Kirkland in June 2010. Mr. Frishberg, Mr. Schrag, and I did not work on any matters involving the Debtors while employed by Kirkland.
- I understand that Kirkland has represented and currently represents Prime Clerk in matters unrelated to the Debtors and these chapter 11 cases.
- Christina Pullo, Managing Director of Prime Clerk and Head of Corporate Actions, was previously an associate at Weil, counsel to the DIP Lender in these chapter 11 cases. Shai Waisman, Managing Director and Global Head of Prime Clerk's reporting division, was formerly a partner at Weil. Shira D. Weiner, General Counsel of Prime Clerk and its divisional affiliates, was formerly an associate at Weil. Certain other employees of Prime Clerk were also formerly associates at Weil. Ms. Pullo left Weil in May 2009, Mr. Waisman left Weil in March 2011, and Ms. Weiner left Weil in February 2008. Neither Ms. Pullo nor Mr. Waisman, Ms. Weiner, or any other former Weil associates now working at Prime Clerk worked on any matters involving the Debtors during their time at Weil.
- Stephen Karotkin is a partner at Weil. Mr. Karotkin's son, Joshua Karotkin, a Director at Prime Clerk, has been an employee of Prime Clerk since April 2014.
- Christopher Schepper is a Managing Director of Prime Clerk. Mr. Schepper's wife, Alison Schepper, is a Director at Prime Clerk. Ms. Schepper's father, Paul Tearnen, is a Managing Director at Alvarez & Marsal, which is the Debtors' proposed restructuring advisor. Mr. Tearnen is not a restructuring professional and upon information and belief does not have any involvement in these Chapter 11 Cases.
- Jordan Searles, a Director at Prime Clerk, was previously an audit associate at KPMG, one of the Debtors' vendors. Mr. Searles left KPMG in 2014. Mr. Searles did not work on any matters involving the Debtors during his time at KPMG. Additionally, Mr. Searles' brother, Adam Searles, is a Director at AlixPartners, LLC, one of the Debtors' vendors.

10. Prime Clerk has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Prime Clerk and its personnel have and will continue to have relationships personally or in the ordinary course of its business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' chapter 11 cases. Prime Clerk may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors. A list of Prime Clerk's clients that are identified on the Potential Parties in Interest List (if any) and their relationship to the Debtors is attached hereto as **Schedule 2**. Given Prime Clerk's neutral position towards its clients, Prime Clerk does not believe that any such connections present an actual or potential conflict or are adverse to the Debtors, their estates, or their creditors.

11. Prime Clerk and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Prime Clerk or its personnel may appear in chapter 11 cases representing the Debtors or parties in interest. All engagements where such firms represent Prime Clerk or its personnel in their individual capacities are unrelated to these chapter 11 cases.

12. Prime Clerk is an indirect subsidiary of Kroll, LLC ("Kroll"). Kroll is the world's premier provider of services and digital products related to governance, risk, and transparency. Within the Kroll corporate structure, Prime Clerk operates independently from Kroll. As such, any relationships that Kroll and its affiliates maintain do not create an interest of Prime Clerk's that is materially adverse to the Debtors' estates or any class of creditors or security holders.³ Kroll

³ Prime Clerk was previously an indirect subsidiary of Duff & Phelps LLC, which recently changed its company name to Kroll, representing the firm's rich history and brand of services. This rebrand has not resulted in any change to Prime Clerk's ownership structure, and Prime Clerk continues to operate independently from its parent company and affiliates.

is not currently identified on the Potential Parties in Interest list, but Prime Clerk makes this disclosure out of an abundance of caution.

13. As part of its conflicts check process, Prime Clerk submitted for review by each of its partners and employees the list of Potential Parties in Interest provided by the Debtors to determine whether any partner or employee holds an adverse interest to any of the Debtors and/or is a “disinterested person,” as such term is defined in the Bankruptcy Code. In addition, the partners and employees of Prime Clerk were asked to review their investment holdings, to the extent possible, to determine whether they have any direct or indirect ownership of the Debtors’ securities. Upon information and belief, and upon such reasonable inquiry by Prime Clerk and the results thereof, Prime Clerk is not aware that any of its partners or employees directly or indirectly own any debt or equity securities of a company that is a Debtor or of any of its affiliates. Moreover, Prime Clerk has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to non-discretionary Investment Funds (as defined below), all Prime Clerk partners and employees are barred from trading in securities with respect to matters in which Prime Clerk is retained.

14. As a general matter, in the infrequent case when a Prime Clerk partner or employee may, directly or indirectly, own a debt or equity security of a company which may become or becomes a debtor or a debtor affiliate, such ownership would be substantially less than one percent of any such debtor or debtor affiliate. Additionally, from time to time, Prime Clerk partners or employees may personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds, and other types of investment funds (the “Investment Funds”), through which such individuals may indirectly acquire a debt or equity security of many companies, one of which may be one of the Debtors or their affiliates. Any partner or employee who has made

any such investment does not manage or otherwise control such Investment Fund. The Investment Funds are managed by third parties, and Prime Clerk partners or employees that may invest in the particular Investment Fund have no influence, discretion, or control over the Investment Fund's decision to buy, sell or vote any particular debt or equity securities comprising the particular Investment Fund and in certain instances, partners or employees may not be aware of the particular debt or equity securities comprising the particular Investment Fund.

15. Based on the foregoing, I believe that Prime Clerk is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge and belief, neither Prime Clerk nor any of its partners or employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Prime Clerk is to be engaged.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: June 6, 2021
New York, New York

/s/ Benjamin J. Steele
Benjamin J. Steele
Managing Director
Prime Clerk LLC
One Grand Central Place
60 East 42nd Street, Suite 1440
New York, New York 10165

Schedule 1

Potential Parties in Interest

SCHEDULE 1(a)

Debtors

AlgoSquare Inc.
Apollo Technologies, Inc.
Bristlecone 28th Ave, LLC
Bristlecone Residential, LLC
CAPGro Construction Management, LLC
Construction Assurance Ltd.
Dangoo Electronics (USA) Co., Ltd.
Edge @ LoHi, LLC
Hillsboro 1 Project LLC (Amberglen SR)
Hillsboro 1 Project MM LLC
Hillsboro 2 Project LLC (Amberglen
Market)
Hillsboro 2 Project MM LLC
Kattera Affordable Housing, LLC
Kattera Architecture LLC
Kattera Construction LLC
Kattera Engineering LLC
Kattera Inc. (Delaware)
Kattera Inc. (Cayman)
Kattera Pearson Ranch Investment LLC
Kattera Pegasus RiNo Investment LLC
Kattera RO2 Knipe Village Investment LLC
Kattera XSC Houston Investment LLC
Kirkland 1 Project LLC
Kirkland 1 Project MM LLC
Kirkland 2 Project LLC
Kirkland 2 Project MM LLC
Lord, Aeck & Sargent, Inc.
Perimeter Building Services LLC
Roots Software, LLC
Skyview Concrete LLC
UEB Builders, Inc.
Valpico Glenbriar Apartments LLC
WM Aviation, LLC

SCHEDULE 1(b)

Director/Officer

Yeung, Alan
Bhardwaj, Ash
Tepner, Harvey
Housenbold, Jeff
Davidson, Jim
Wilson, Justin
Chou, Larry
Picard, Lisa
Dhar, Madhav
Ryan, Matt
Hurst, Mike
Corrie, Pamela

SCHEDULE 1(c)

Known Affiliates - JV

AlgoSquare Data Science Private Limited	Katerra Technology Services LLP
Apollo Operating Co.	Katerra United Holdings, LLC
ConstructCorps, L.L.C.	KEF Infrastructure India Pvt Ltd
Dangoo Joint Venture	KEF Infrastructure PTE LTD
Dangoo OptoTech Co., Ltd.	Khan Global Engineering PL
Equilibrium Consulting Inc.	KHANGLOBAL ENGINEERING
Fields Hi-rise Construction Company, LLC	CONSULTANTS PRIVATE LIMITED
Hangzhou Katerra Lighting Technology Co., Ltd.	King Abdullah Economic City Branch of Katerra Saudi Arabia LLC
Hangzhou Woojong Gaohong Lighting Electrical Equipment Co., Ltd.	Lord, Aeck & Sargent Michigan, LLC
Jeddah Branch of Katerra Saudi Arabia LLC	Michael Green Architecture Inc.
Katerra (Hong Kong) Private Limited	MiTek Holdings, Inc.
Katerra Architecture and Engineering LLC	Paladin Armor Inc.
Katerra Architecture II LLC	Pegasus RiNo Owner LLC
Katerra Architecture III PLLC	Project Perfect, LLC
Katerra Architecture IV LLC	Riyadh Branch of Katerra Saudi Arabia LLC
Katerra Architecture V (d/b/a Lord Aeck Sargent)	RO2 Knipe Village, LLC
Katerra Asia Trading	Shanghai Dangoo Electronics Co. Ltd
Katerra Equipment Middle East Limited	UEB Division 90
Katerra Equipment, LLC	United Renovations Specialty Group, LLC
Katerra Hong Kong Investment Private Limited	United Renovations, LLC
Katerra Hong Kong Management Private Limited	UR Holdings, LLC
Katerra India Pvt Ltd	Village at CPS, LLC
Katerra International (Malaysia) SDN. BHD.	XSC Houston Investment Holdings, LLC
"Katerra Lighting (Shanghai) Co., Ltd. 科特亚照明（上海）有限公司]"	
Katerra Lighting Private Limited	
Katerra Materials LLC	
Katerra Materials Research GmbH	
Katerra Operating Ltd. Co	
Katerra Operations Middle East Holding Limited	
Katerra Renovations, LLC	
Katerra Saudi Arabia LLC	
Katerra Technologies Private Limited	
Katerra Technology (Shenzhen) Co, Ltd.	
Katerra Technology Canada Inc.	

SCHEDULE 1(d)

Banks/Lender/UCC Lien Parties/Administrative Agents

<p> Aegon LIHTC Fund 54, LL ARAPAHOE COUNTY CLERK AND RECORDER ARIZONA BUSINESS BANK ATEL VENTURES, INC. BANK OF AMERICA BANK OF THE WEST BARCLAYS Barclays BARCLAYS BACK OFFICE BARCLAYS BANK PLC, AS COLLATERAL AGENT BB&T EQUIPMENT FINANCE CORPORATION BIESSE AMERICA INC BLOOMBERG BOLOS AND ASSOCIATES, L.L.C. ET AL Bridge Bank Butte Affordable Owner I, LLC C T CORPORATION SYSTEM, AS REPRESENTATIVE CARLOS SANDOVAL CITIBANK Citibank, N.A. CITIZENS NATIONAL BANK OF TEXAS CNBOF TEXAS Crea Bozeman & Livingston Portfolio, LLC, Crea SLP, LLC DELL FINANCIAL SERVICES L.L.C. DELL FINANCIAL SERVICES L.P. "DEPARTMENT OF LABOR STATE OF GEORGIA EMPLOYER ACCOUNTS SECTION" EAST BAY RESTAURANT SUPPLY INC. ELOM, LLC and RBC Community Investments, LLC and RBC Community Investments Manager II, LLC and Dorie Miller Manor House Partners LP and Merchants Bank of Indiana ENTERPRISE FLEET MANAGEMENT FARNAM STREET FINANCIAL, INC. </p>	<p> FARNHAM STREET FIRST CITIZENS BANK GLOBALUPSIDE Grandbridge Real Estate Capital LLC Greensill GREENSILL LIMITED GS HDFC HRDC DMS Owner, LLC HRDC IX Affordable Housing Solutions, LP HSBC HSBC DUBAI HSBC HK HSBC SAR HYG FINANCIAL SERVICES, INC. ICD ISAOA JOHN DEERE CONSTRUCTION & FORESTRY COMPANY Landmark MAGNOLIA MARKETING MEM JET LLC MITEK INDUSTRIES, INC. MIZUHO MUFG OSV PACIFIC OFFICER AUTOMATION Pinnacle bank POPPY BANK PROLOGIS Prologis Tracy LLC Samba Bank SIDF (Saudi Industrial Development Fund) Softbank SUNTRUST BANK SUNTRUST BANK, ATLANTA SVB Synovus Bank TD BANK TEXAS CAPITAL BANK </p>
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TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION
TEXTURA_ORACLE
TFG-ARIZONA, L.P.
THE CITY OF ATLANTA, GEORGIA
TMF
TOYOTA INDUSTRIES COMMERCIAL
FINANCE, INC.
Transamerica Affordable Housing, Inc.

U.S. BANK EQUIPMENT FINANCE, A
DIVISION OF U.S. BANK NATIONAL
ASSOCIATION
UFP WINDSOR, LLC
WASHINGTON TRUST BANK
Wells Fargo
WESTERN ALLIANCE BANK
WINTHROP
Winthrop Resources Corp
YES BANK

SCHEDULE 1(e)

Consultants

Fadule, Mollie
Kibsgaard, Paal
Shivram, Krishna

SCHEDULE 1(f)

Customers

The Standard at Fort Collins
Cree Lighting
Valpico Tracy Apartments, LLC
JDC at 80 M St SE Expansion
207 Meridian
Shoreline Dev at Shoreline Apts
Union Village
Southridge at Indigo Apts (CONST)
Williams Field at Lyon's Gate
Dettaglio Construction Inc (DCI)
FEILO EXIM LIMITED
SHELDON PROJECT
Lacey Phase 2 (Martin Way)
WoodPerfect Birmingham
The Home Depot SSC
GS Victor at The Victor
Clayco, Inc.
Bay Vista Dev (KTC) Bay Vista Apts
UCB at Regency Palms/Palmdale #1478
Bios Lighting
Union South Bay/Carson
Fort Apache (CONST)
Silverlake-Everett Garden
Landmark Urban Construction WA, LLC
PF4 at 28th Ave Lofts

SCHEDULE 1(g)**Insurance - PFA**

Ace American Insurance Co. (Chubb)	Houston Casualty Co
ACE American Insurance Company	Houston Casualty Company
AIG Specialty Insurance Co	Ironshore
Allianz Global Risk	Ironshore Specialty Ins Co
Allianz Global Risk US Insurance Company	Ironshore Specialty Ins.
Allied World	Ironshore Specialty Insurance Company
Allied World Assurance	Landmark American Ins Co / Endurance
Allied World Assurance Company	American Ins Co
Allied World Spec.	Landmark American Insurance Company /
Allied World Specialty Insurance Company	Endurance American Insurance Company
American Alternative Insurance Company	Liberty Mutual Fire Insurance Company
Argo	Liberty Surplus Ins Corp / Colony Ins Co
Beazley	Liberty Surplus Insurance Corporation /
Beazley Ins. Co.	Colony Insurance Company
Beazley Insurance Company	Markel American
Berkely Regional Insurance Co.	Markel American Insurance Company
Berkley / Gemini	Mitsui Sumitomo
Berkley/Gemini	Navigators
Berkshire Hathaway	Navigators Insurance Company
Chubb	Navigators Specialty Insurance Co
Colony Insurance Company	Navigators Specialty Insurance Company
Continental Casualty Company Inc.	Old Republic Professional
Cove	Peleus Insurance Company
Covington Specialty Insurance Company	Starr Idemnity & Liability Company
Employers Insurance Company of Wausau	Starr Indemnity
Endurance American Specialty Ins Co	Starr Surplus Lines Ins Co
Endurance American Specialty Insurance	Starr Surplus Lines Insurance Company
Company	Travelers Property & Casualty Company of
Evanston / Westchester	America
Evanston Insurance Co	Travelers Property Casualty Company of
Evanston Insurance Company	America
Everest National	Underwriters at Lloyd's of London
Everest National Insurance Company	United Specialty Ins Co
Federal Insurance Co./Chubb	Various - See Property Tower
Federal Insurance Company / Chubb	Westchester
First Mercury Ins Co	XL
Generali U.S. Branch	XL Insurance
Great American Insurance Company	Zurich American
Homeland Insurance Co. of New York	Zurich American Insurance Company
Houston Casualty	

SCHEDULE 1(h)

Litigation

ANDERS ET AL
AUTUMN LAKE RECREATION ASSOCIATION, INC
BONNETT, FAIRBOURN, FREIDMAN & BALINT
BRADSBY, BRUCE
BRISTOL MAYWILL PARTNERS, LLC
BRISTOL WINTERFIELD PARTNERS, LLC
CALVIN, GIA
CARPENTERS UNION LOCAL 152
CARPENTERS UNION LOCAL 154
CARPENTERS UNION LOCAL 155
CRAIG, JUSTIN
DIAZ, FRANCISCO ARELLANO
HAMLIN, SUSAN
HANKS, PAUL
HJD
INTERNAL REVENUE SERVICE, DEPARTMENT OF TREASURY
JACKSON WHITE
LAW OFFICE OF SETH E TILLMON
LYNN PINKER HURST & SCHWEGMANN LLP
PAINTER, CHARLES
PARAGON CONSTRUCTION COMPANY LLC
RASTEGAR LAW GROUP, PC
RODGERS, SHERRELL
RODRIGUEZ, MELINA
SANCHEZ, JONATHAN
SANDOVAL, CARLOS
SEAMAS, ANGELA
SHIMODA LAW CORP.
TAYLOR, RICHARD
TRAYLOR, SEAN
UDALL SHUMWAY
US FRAMING
WASHINGTON, PHIL
WEAVER, KYLE
WEINBERG, ROGER & ROSENFELD

SCHEDULE 1(i)

Bankruptcy Judges

The Honorable Christopher M. Lopez
The Honorable David R. Jones
The Honorable Eduardo V. Rodriguez
The Honorable Jeffrey P. Norman
The Honorable Marvin Isgur

SCHEDULE 1(j)

Bankruptcy Professionals

Alvarez and Marsal North America, LLC

Kirkland & Ellis LLP

Prime Clerk LLC

Jackson Walker LLP

Weil, Gotschal & Manges LLP

SCHEDULE 1(k)

5% or More Equity Holders

SoftBank Corp.

SCHEDULE 1(l)

Landlords

1010 Saint Catherine Street Tenant LLC ("WeWork") (LL)	Montgomery Realty, LLC
271 West Main Street, LLC	Montgomery Realty, LLC (LL)
3132 Investments Ltd	MP Design Inc
4633 North Central LLC	Nicola Wealth
4633 North Central, LLC (LL)	Olayan Financing Company
Addison Tower Investment Co., LLC	Pappas Investments/ Inverness Management
Alternawork Inc.	Paxion Partners, LP (SL)
alternawork Inc. (LL)	Prologis L.P
Aque Investment Group	Reedo LP (LL)
Ashley Group, LLC	Reedo LP c/o Kidder Mathews
Assessor's site lists owner as KTC?	Regus Management Group, LLC
Blue Sky EASA Management LLC	Revolve Wonder
Blue Sky EASA Management LLC (LL)	Richard Myers
BMR-Pacific Research Center LP	RO2 Central Roosevelt, LLC
BNB Haddaway Investments, LLC	RO2 Central Roosevelt, LLC c/o True North
BVIP Baywest, LLC	Studio, LLC
Canal Street Partners LLC,	South Landing Building A, LLC
CCI-800 Brazos, LP c/o Capital Commercial	South Landing Building A, LLC (LL)
Investments, Inc	South Landing Building A, LLC (LL)- Bill
Colony Square (Colony - Midtown), LP	Teplicky and Dean Allen
Coronation Business Plaza Ltd.	Southglenn Property Holdings, LLC
Coronation Business Plaza Ltd. (LL)	Southglenn Property Holdings, LLC c/o
Cousins 816 Congress LLC	Alberta Development Partners, LLC
Cousins 816 Congress LLC (LL)	T-C King Street Station, LLC
Cousins Properties	T-C King Street Station, LLC
Da Vinci Court Associates LLC c/o	Terrace Oaks, LLC
Parkway Realty Services, LLC	The Cocks-Clark Engraving Company, Inc.
DIFC Properties, DIFC Investments LLC	The Exchange - East LLC c/o Capital
Ed Austin	Associates
Evergreen Shipping Agency (America)	Vandana S. Dodwadkar and Surendra M
Corporation	Dodwadkar
Fairview Plaza Buildings, LLC	Walnut Studio, LLC
Fieldstone North 100, LLC	WBCMT 2006-C29 East Via de Ventura,
Henbart - LLC	LLC
ICC Realty (India) Private Limited	WBCMT 2006-C29 East Via De Ventura,
J & E Properties LLC	LLC, c/o Wilson Property Services, Inc.
Joseph E. DeMico	Westwood Buildings Limited Partnership
Lake Union Building LLC (LL)	Westwood-Nina Partners, L.L.P
LVA4 Atlanta Colony Square, LLC	WeWork
Monju Alpha Fund, LLC, c/o Wiedmayer +	WeWork India Management Private Limited
Co.,	William D. Kinley, Member
	William Giffords Properties Inc.

Wonder Spokane, LLC (LL)

SCHEDULE 1(m)

Ordinary Course Professionals

Banger Beltzer Gunnell / BBG Law Group
Carney Badley Spellman
Fenwick & West
Griffith Davison
Husch Blackwell
Perkins Coie

SCHEDULE 1(n)

Surety Bondholders

<p> Ada County Highway District AG Kent Apartments LLC Arizona Arizona Composite Metals Atlantic Specialty Insurance Company Boudreau Pipeline Corporation Boulder County Clerk Bureau of Customs and Border Protection CALIFORNIA STATE LICENSE BOND CAPITOL CASA DEL SOL COMMUNITY PARTNER City and County of Denver City and County of Denver, Contractor Licensing City of Atlanta City of Austin CITY OF BOULDER COLORADO City Of Columbus City of Flagstaff CITY OF FORT COLLINS City of Fort Pierce City Of Hillsboro City Of Jersey City City of Kirkland City of Maitland City of Phoenix City of Phoenix CITY OF REYNOLDSBURG City of Shoreline City of Spokane City of Spokane Valley City of Tacoma City of Tracy City of Westland City of White Plains CITY VIEWS PRESERVATION, LP Clerk of the County of Mecklenburg County Clerk of the Court of Boulder County Clerk of the Court of the City and County of Denver Clerk of the Court of Westchester </p>	<p> COBB COUNTY DEVELOPMENT & INSP COLUSA DEVONSHIRE, LP Commonwealth Of Virginia Consolidated City Of Indianapo County of Mecklenburg County of Summit, Ohio CRUM FORESTER Department Of Labor And Indust DETTAGLIO CONSTRUCTION, INC. DBA DCI CONSTRUCTION, INC. Eastern Concrete Materials Inc. EVEREST RE Everest Reinsurance Company Florida Construction And FLORIDA CONSTRUCTION INDUSTRY Florida Construction Industry Licensing Board GOLEN WEST COMMUNITY PARTNERS, GWB Interiors, LLC HAMPSTEAD JACKSON PARTNERS, L.P. HAMPSTEAD WINDSONG PARTNERS, L Harris County Hernandez Framing, Llc Holder Construction Group LLC IFIC/HARCO IOWA DIVISION OF LABOR James G. Davis Construction Inc. JE Dunn Construction Company Jefferson County Colorado LA 78, LP Landmark Urban Construction WA, LLC LAWRENCE AVENUE COMMUNITY PART Legacy Partners Hayward Project Owner LLC (a Delaware Limited Liability Company) LIBERTY MUTUAL Liberty Mutual Insurance Company </p>
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Livermore Multifamily Owner LLC
LMV II 885 Washington Holdings, LP
LMV II MMP Holdings, LP a Delaware
limited partnership
LPI CONSULTING DBA LPI
CONSTRUCTION
MERCHANTS
New York State Department of State
North Shore Utility District
OLD REPUBLIC
ONE BEACON
PALM COURT SAN JOSE, L.P.
PARADISE CARROLLTON, LP
PARADISE MOULTRIE, LP
PARADISE SAVANNAH, LP
Precise Drywall Inc.
PRESBYTERIAN SENIOR CARE PORT
Quality Coating Enterprises, LLC
SKYLINE APARTMENTS, LP
SRS Distribution Inc. dba Commercial
Distribution Specialists
St Lucie County
State Of Alaska Dept Of Commer
State of Arizona
State Of Arizona- Registrar Of
State Of Arizona, Department O
State of California

STATE OF CALIFORNIA
CONTRACTOR'S LICENSE BOARD
State Of Iowa
State Of Nevada
State Of New Mexico
State of North Carolina
State Of Oregon
State of Tennessee, Department of
Commerce and Insurance, Board of
Licensing Contractors
State Of Utah
State of Washington
State Of Wisconsin
SVSM APARTMENTS, LP
Tacoma Roofing
Town of Spalling
TRAVELERS
Tualatin Valley Water District
UDR 1590 Grove LLC
US Framing International LLC
VASEO APARTMENTS, LP
VILLAGE POINTE COMMUNITY
PARTNERS, LP
VISTA PARK I, LP
Wholesale Floors Inc
Wonder Spokane, LLC
ZURICH

SCHEDULE 1(o)

Office of the United States Trustee for the Southern District of Texas

Alicia Barcomb
Barbara Griffin
Christy Simmons
Clarissa Waxton
Glenn Otto
Gwen Smith
Ha Nguyen
Hector Duran
Jacqueline Boykin
Jana Whitworth
Jayson B. Ruff
Linda Motton
Luci Johnson-Davis
Millie Sall
Patricia Schmidt
Stephan Statham

SCHEDULE 1(p)

Vendors

SUNTEC CONCRETE, INC.
APODACA WALL SYSTEMS, INC.
ALLIANT INSURANCE SERVICES -
JOHN F
UCP TEMP STAFFING LLC
BUILT TECHNOLOGIES INC
USI INSURANCE SERVICES NATIONAL
INC
GE
BIESSE AMERICA, INC
LARGO CONCRETE, INC.
MEMCO
IAP ENCLOSURE SYSTEMS, LLC
JFN MECHANICAL INC
PRESTIGE CONSTRUCTION &
DEVELOPMENT
MARION CONSTRUCTION CO
ARIZONA DEPARTMENT OF REVENUE
NW FRAMING & CONST LLC
AFCO CREDIT CORP
P3 CONSTRUCTION SUPPLY, LLC
JET INDUSTRIES INC
UNITY ELECTRIC LP
SPECTRUM MECHANICAL & SERVICE
AEROTEK COMMERCIAL STAFFING
PROLOGIS 2 LP
FRONTIER DOOR & CABINET INC
CECO CONCRETE CONSTRUCTION
LLC
USNR, LLC
P3 NORTHWEST LLC
MCCLONE CONSTRUCTION
COMPANY
US FRAMING INTL INC
KETCHIKAN DRYWALL SERVICES
INC
TDINDUSTRIES
TOLKO MARKETING AND SALES LTD
DELOITTE & TOUCHE LLP
L&W SUPPLY- BUILDING
SPECIALTIES
RK MECHANICAL, INC.

EXTERIORS DESIGN CONTRACTORS
INC
BERGELECTRIC CORP.
STEHL CORPORATION
WESTERN MECHANICAL
CONTRACTORS INC
THYSSENKRUPP ELEVATOR CORP.
A E C ELECTRIC
FARRINGTON CONSTRUCTION
STATESIDE POWER, INC.
SITEPRO SOLUTIONS INC
P3 CONSTRUCTION SUPPLY LLC
WILLIS TOWERS WATSON
INSURANCE
TRADESMEN INTERNATIONAL LLC
MINDA NORTH AMERICA, LLC
KEARNEY ELECTRIC, INC.
RANDEK AB
UNLIMITED FRAMING, INC.
SPECIFIED ELECTRICAL CONTRACTO
STATE OF WASHINGTON
EXPEDITORS INTERNATIONAL OF
WASHING
SPARTAN CONCRETE, INC
FREMARQ INNOVATIONS INC
PEOPLEREADY, INC.
FKF CORP DBA FLOORWORKS
STILES MACHINERY INC
CC EDWARDS CONSTRUCTION INC
FARMERS ELECTRIC DESIGN
DURO ELECTRIC COMPANY
STAFFORD TOWER CRANE OF
J&W CONSTRUCTION INC
IMCOR INTERSTATE MECH. CORP.
AVC CORP - AUDIO VIDEO COLOR
CORP
OVERLAND GROUP LLC
COLORADO MECHANICAL SYSTEMS
IN
NORTH IDAHO DRYWALL, INC.
EXPANSION PAINTING

HACI MECHANICAL CONTRACTORS
IN
LAKOTA CONSTRUCTION & SUPPLY
LLC
GLASS UNLIMITED INC.
NORTHWEST CONSTRUCTION INC
VPI QUALITY WINDOWS
HELIX ELECTRIC OF NEVADA LLC
BUILDERS- AURORA TRUSS
JET INDUSTRIES, INC.
WESTCOR CONSTRUCTION
LIBERTY MUTUAL INSURANCE CO
SHERWIN WILLIAMS
CASEY INDUSTRIAL INC
BERGELECTRIC CORP
WESTERN ARCHRIB INTERNATIONAL
LTD
HOME DEPOT CREDIT SERVICES
MADDEN INDUSTRIAL CRAFTSMEN
WASHING
DAVIS COMPANY, INC.
PRESTIGE CONTRACTORS SUPPLY
LLC
IBP HOLDINGS II LLC
PINNACLE LUMBER & PLYWOOD LLC
HILTY'S ELECTRIC - CA INC
LONESTAR CONSTRUCTION INC.
ALLSALE ELECTRIC INC
AXIOM CONSTRUCTION &
CONSULTING
MOREDIRECT INC
ALL WALL, INC.
WILSONART, LLC
ELECTROLUX HOME PRODUCTS, INC.
SODERBERG MASONRY INC
AK&J SEALANTS, LLC
POWER4WARD, LLC.
TEKLINE ELECTRICAL SRVCS, LLC
BPWOOD LTD
BUCKLEY PLUMBING AND ENG INC.
NEW EVOLUTION CONSTRUCTION,
INC.
RUGBY ARCHITECTURAL BUILDING
PRODUC
FOXWORTH-GALBRAITH LUMBER CO
COOPER LIGHTING

TECH MAHINDRA LTD INDIA
CONSOLIDATED ELECTRICAL
DISTRIBUTOR
ALL ROGEL CONSTRUCTION LLC
AERO AUTOMATIC SPRINKLER
FERGUSON ENTERPRISES, INC #1001
SQI INC.
TERRY L VOSS FRAMING LLC
MICROSOFT CORPORATION
GRAYBAR ELECTRIC CO INC
GFITG, INC DBA GFI DRYWALL
SUSTAINABLE FLOORS INC DBA
CONTRACTORS DOOR & MILLWORK
DESIGN PLASTERING, INC.
INTERIOR CONTRACTORS INC, LLC
SCOTT NAPIERATA INC
CONCRETE FRAME ASSOCIATES, LLC
ACTIVE CONSTRUCTION INC (ACI)
SJS MECHANICAL SERVICES LLC
WOLFF HOLDINGS II , LLC
ALLIANCE LUMBER SW LLC
S & S DRYWALL, INC.
BEI CONSTRUCTION, LLC.
20/20 PLUMBING & HEATING INC
HUBER ENGINEERED WOODS
COLUMBIA DRYWALL SYSTEMS, INC.
ANTHEM BLUE CROSS
SPECTRUM CONSTRUCTION LLC
HD SUPPLY CONSTRUCTION SUPPLY,
LTD
CONNELL RESOURCES, INC.
ACIERNO BOYER & COMPANY
J.B. STEEL
DANCO PLUMBING INC.
BERESFORD ENTERPRISES LLC
WESTERN HEATING & AIR
CONDITIONING
EATON CORPORATION
WASHINGTON COMMERCIAL
PAINTERS
VERIZON
ADVANCED CONSTRUCTION
HUGHES SUPPLY
GLM GENERAL CONSTRUCTION LLC
PLYGEM

CZARNOWSKI DISPLAY SERVICES
INC
DISTRICT CONSTRUCTION
CORPORATION
SIERRA MASONRY LLC
LARGO CONCRETE INC
TERRALOGIC
SUNSET CEMENT FINISHING INC
FRONTIER FIRE PROTECTION, LLC
ROSBORO COMPANY, LLC
BUFFALO WELDING INC
HUMBERT CONSTRUCTION INC
SIMPSON STRONG-TIE COMPANY,
INC.
CONSTRUCTION SPECIALTIES
PLATFORM
LIAS MECHANICAL, INC.
AMAZON WEB SERVICES, INC
DEGAN CONSTRUCTION LLC
ASPEN CONSTRUCTION, INC.
FENWICK & WEST LLP
INFINITY STRUCTURES, INC.
CASE PACIFIC COMPANY
WEYERHAEUSER
CANFOR WOOD PRODUCTS
MARKETING LTD
FERGUSON ENTERPRISES INC
ASPEN EARTHWORKS, INC.
STAR HARDWARE
NW ENVELOPE COMPONENTS LLC
KINAXIS CORP
SNR CONTRACTORS & ASSOCIATES
TOWER ELECTRIC, INC
STRUCTURLAM MASS TIMBER CORP
RANDY'S DRYWALL SERVICES LLC
SOUTHERNCARLSON INC
FOREL SPA
EM PRECISION CONCRETE, LLC.
BASTIAN SOLUTIONS LLC
LINDS PLUMBING & HEATING INC
COMPLETE DOOR SYSTEMS. INC.
TKM PLUMBING INC.
KOVACH ENCLOSURE SYSTEMS LLC
JON K TAKATA CORP
JESSCO CONCRETE PLACEMENT LLC

MOSHER REMODELING SERVICES
LLC
PAPE MATERIAL HANDLING
AUTODESK INC
LEVEL-23 FAB
FORWARD TILT LLC
IDAHO PACIFIC LUMBER CO INC
WORKDAY INC
LEYVA DRYWALL
ALLURA
KONE INC.
COLORADO FLOORWORKS INC
FRONTIER FIRE PROTECTION LLC
BOUDREAU PIPELINE CORPORATION
ROOFING SOUTHWEST BY
SPRAYFOAM
CALIFORNIA TRUSFRAME LLC
INTERFOR SALES AND MARKETING
LTD
BULLDOG PLUMBING
KPMG LLP
CHEEK CONSTRUCTION LLC
INTERIOR SPECIALISTS INC
WORLD FABRICATORS INC
CRITERION SUPPLY INC
JONES WHOLESALE LUMBER CO INC
CAREY'S MECHANICAL LLC
KONE INC
FIBER CARE BATHS, INC.
SAP AMERICA, INC.
CONTEMPORARY EXTERIORS INC
ROSEN MATERIALS LLC
NORDIC STRUCTURES
ARAMARK SERVICES INC
SMITH FIRE SYSTEMS INC
BLAKE SOLUTIONS, INC.
MATHEUS LUMBER
CANADIAN ENGINEERED WOOD
PRODUCTS L
EM PRECISION CONCRETE, LLC
HILTON CABINETS
EPIC FLAT GLASS LLC
AGRA TECH, LLC.
RGW CONSTRUCTION, INC.
OSBORNE LUMBER COMPANY
KEN LEAHY CONSTRUCTION INC

EMERALD AIRE INC
VELTRI STEEL, LLC
DEPARTMENT OF LABOR &
INDUSTRIES
AEGIS ENTERPRISES, INC.
AMPAM PARKS MECHANICAL
COLUMBIA DRYWALL SYSTEMS INC
CIMARRON CIRCLE CONSTRUCTION
CTP AVIATION
WALLACE DRYWALL INC
OCEAN PARK MECHANICAL, INC.
LAWSON CONCRETE, INC.
SUPPLY CHAIN RESOURCES GROUP
INC
RSMII, LLC.
AMERICAN DIRECT PROCUREMENT
ILDEFONSO PELAYO
REXEL USA INC
BURK MECHANICAL, LLC
MODERN GLASS COMPANY
HILTY'S INTL DBA HILTY'S ELECT
BUILDERS WAREHOUSE INC.
MAXIM CRANE WORKS LP
SUN VALLEY MASONRY, INC.
HARDY WINDOWS COMPANY, INC.
APOLLO SHEET METAL INC
RODDA ELECTRIC, INC.
SERVPRO OF CENTRAL SEATTLE &
FEDERA
EMERALD AIRE, INC.
CALAWAY AIR
ENTERPRISE FM TRUST
OTIS ELEVATOR COMPANY
WESTERN PNEUMATICS INC
ROCKIN A ELECTRIC LLC
VILLARA CORPORATION
CASE PACIFIC CO
MACMOR INC
RAMPART ENTERPRISES INC
WORLD STAFFING USA
HERITAGE INTERIORS ISI, LLC
US FRAMING WEST INC
RGW CONSTRUCTION INC
M7 BUILDERS, LLC.
GTS INTERIOR SUPPLY
SMOKEY POINT ELECTRIC INC.

RMS CRANES, LLC
COMMERCIAL CARPETS OF AMERICA
INC
BOTTERO FLAT GLASS INC
AZ. COMPOSITE METALS LLC
FRONTIER ROOFING AND
CONSTRUCTION L
STONE COLD MASONRY
ELWOOD STAFFING SERVICES INC
TACOMA ROOFING INC
A TEICHERT & SON INC
JANES GYPSUM FLOORS INC
M SQUARED CONSTRUCTION LLC
M&B + JFN LLC
MASLAND CARPET
AMERICAN BUILDING SYSTEMS, LLC
BUILDERS FIRST SOURCE INC
ALLCOM ELECTRIC INC
WALKER SPECIALTY CONSTRUCTION
INC
CMD DOOR & TRIM INC
THE HACKETT GROUP INC
SNELLING EMPLOYMENT LLC
R & B WHOLESALE DISTRIBUTORS,
INC.
LAN COLORADO LLC
HKA ENTERPRISES BUILDING
SOLUTIONS
MDA CONSTRUCTION SERVICES, LLC
M S INTERNATIONAL
AMERICAN EXPRESS
6327788 CANADA INC.
AGL CONSTRUCTION CO
WESTERN MECHANICAL
CONTRACTORS
CERRO WIRE
SUSTAINABLE FLOORS INC
MIDWEST CONTRACTING, INC.
20/20 PLUMBING & HEATING, INC.
WHIRLPOOL CORPORATION
NELSON FLOOR COVERING
MCKEE ENTERPRISES, LLC
ECLIPSE AUTOMATION SOUTHWEST
LLC
AVISTA CORP
DW FRAMING INC

QUALITY IRON, INC.
FASTENAL COMPANY
DESERT LUMBER USLBM LLC
RHUMETRICS INC.
TITAN EARTHWORK, LLC
RHINO ROOFING, LLC
HENKEL CORPORATION
HUGEE CORPORATION
DASILVA UNDERGROUND
CONSTRUCTI
SMOKEY POINT ELECTRIC INC
TWIN CITY HARDWARE DBA TCH SW
STRUCSOFT SOLUTIONS LTD
COLLINS DOOR & HARDWARE INC
KENYON PLASTERING OF ARIZONA
TEUFEL NURSERY INC.
CR FLOORS AND INTERIORS INC
AMC BRIDGE LLC
FOCUS PLUMBING, LLC.
GUETTLER BROTHERS CONST., LLC
THE TRUSS CO & BUILDING SUPPLY
JFN MECHANICAL CONTRACTING INC
VPI QUALITY WINDOWS INC.
GM PROPERTY SOLUTIONS, LLC.
HAMPTON LUMBER MILLS, INC.
ELITE ELECTRICAL LLC
MSI MECHANICAL SYSTEMS, INC
MMCS LLC
LAKERIDGE PAVING CO LLC
NUCOR VULCRAFT GROUP
KNUDSON MFG INC
GREEN EFFECTS, INC
RK STEEL
LIME TREE CARPENTRY, LLC
CORONADO CONSTRUCTION CO LLC
HERCULES INDUSTRIES INC
ADVANCED GLAZING SOLUTIONS,
INC
ALIXPARTNERS HOLDINGS LLP
INDUSTRIAL WELDING SOLUTIONS
VIA CONSTRUCTION, LLC
S DIAMOND STEEL INC.
D-7 ROOFING
MARRICK INDUSTRIES, LLC
EXCEL HEATING & SHEET METAL
USI INSURANCE SERVICES

WSM INDUSTRIES
EXPRESS DRYWALL & PAINTING LLC
MOS GLASS CONTRACTORS
MUSTANG RIDGE CONSTRUCTION
SOFTCHOICE
SALICE AMERICA INC
ANCHOR ARCHITECTURAL
PRODUCTS, INC
MARWOOD GENERAL
CONSTRUCTION
ALLIANT INSURANCE SERVICES, INC
ADOBE LUMBER CO INC
SOUTHWEST DEMOLITION
SRVCS, LLC
HIRSCHI MASONRY, LLC
WYCO ENG. & CONS., LLC.
ALCAL SPECIALTY CONTRACTING, I
PRIME TECH CABINETS, INC.
ACDC ELECTRIC
ADVANCED LOGISTICS &
DISTRIBUTION
BERKLEYNET INSURANCE COMPANY
TRUE METAL SOLUTIONS, LLC
RELIABUILD CONSTRUCTION LLC
GREYBEARD STEEL LLC
MAYFIELD'S HOISTING SERVICE, INC
NORMAN'S DOORS, INC.
WEST FRASER MILLS LTD
LEAN AXIS, INC.
LYDIG CONSTRUCTION, INC
WESTERN STATES FIRE PROTECTION
CO
COMPASS GROUP USA, INC.
JASON FINLEY DBA FINLEY LLC
LANTZ PLUMBING
DPI, INC
CEMCO, INC.
WASHINGTON COMMERCIAL
PAINTERS INC
AMERICAN CRANE RENTAL INC
COMMERCIAL INTERIORS, INC.
PIERRE LANDSCAPE
AME LANDSCAPE COMPANIES INC.
ENIX MECHANICAL
SUNDANCE FIRE PROTECTION
CARTER FOREST PRODUCTS

PROVISIONS, LLC.
 F3 & ASSOCIATES INC
 PERFORMANCE FLOORING INC
 SOUTHERN NEVADA FIRE
 PROTECTION
 MCH ELECTRIC, INC.
 ACNOVATE CORPORATION
 METRO FIRE EQUIPMENT, INC.
 BOX
 FRONTIER DOOR & CABINET, INC.
 GOLDEN EAGLE BUILDERS
 WALL DESIGNS LLC
 CONCEPT 32, INC.
 TABER COMPANY, INC.
 KO DOOR COMPANY, INC.
 GERHARDT & BERRY
 HOULIHAN LOKEY CAPITAL INC
 BRIDGEWELL RESOURCES LLC
 KYCO SERVICES LLC
 BLUEPRINT SKILLED SERVICES LLC
 IMAGE DRYWALL & PAINT, INC.
 PRESTIGE CONSTRUCTION LLC
 THE ORIGINAL ROOFING CO LLC
 A&C PAINTING INC
 INTEGRITY CONCRETE, LLC
 WASTE MANAGEMENT
 HSB CAD NORTH AMERICA LLC
 WESTERN LANDSCAPE
 CONSTRUCTION
 NEVADA DRYWALL STUCCO &
 STONE INC
 OLYMPIC INDUSTRIES LLC
 PHOENIX INTERIOR SOLUTIONS
 PARAMOUNT REMODELING CO INC
 JANUS INTERNATIONAL GROUP LLC
 HCI SYSTEMS INC.
 SPANISH SPRINGS CONSTRUCTION
 WESTERN ARCHRIB INTERNATIONAL
 ALL PRO PREPARATION, INC.
 NELSON
 KERR MASONRY, INC.
 TOPNOTCH SERVICES
 EUROLINE WINDOWS (USA) INC
 EXTERIORS DESIGN CONTRACTORS
 PEGMATIS INC
 WINTHROP RESOURCES CORP.

LG ELECTRONICS U.S.A., INC
 IRONMILL LLC
 LOCHINVAR LLC
 BLUE STAR WELDING LLC
 ZOOM VIDEO COMMUNICATIONS
 LAND FORMS LANDSCAPE
 CONSTRUCTION I
 TUALATIN VALLEY WATER DISTRICT
 DOUGLASS COLONY GROUP, INC.
 MITEK
 CURVATURE LLC
 LARUSSO CONCRETE, INC.
 WWS ACQUISITIONS LLC
 PELTRAM PLUMBING LLC
 THE AC HOUSTON LUMBER CO
 AHEAD, INC.
 IBP HOLDING II, LLC DBA
 GREEN EFFECTS, INC.
 JJ SPRAGUE OF ARIZONA INC.
 CAPITAL LUMBER COMPANY
 HOMEFIX CUSTOM REMODELING
 INSTALLATION SER
 L&T TECHNOLOGY SERVICES LTD
 WINDOW INSTALLATION SPECIALIST
 WRIGHT PAINTING COMPANY, INC.
 GRIFFITH DAVISON&SHURTLEFF PC
 BRANDSEN HARDWOOD FLOORS,
 INC.
 ALL NEW GLASS, INC.
 CANO ROOFING INC
 DRAKE GENERAL CONTRACTING LLC
 DSI CONSTRUCTION
 PLUMBING UPGRADE INC
 KC AIR CONDITIONING
 CMC STEEL FABRICATORS, INC.
 CONSTRUCTION ESTIMATING
 CONSULTING
 LOVOTTI INC
 NEVADA GYPSUM FLOOR
 BOISE CASCADE CO
 POTOMAC ABATEMENT INC
 CENTRAL VALLEY SPECIALTIES INC
 HCI SYSTEMS, INC.
 PROTEC FINISHES, LLC
 DENVER WINNELSON COMPANY
 HAFELE AMERICA CO.

JAMES A. SHIRLEY CONSTRUCTION
INDEPENDENT ROOFING SPECIALIST
URBAN CABINETS
FLEET HEATING & AIR INC
DJR, INC. DBA ENCORE MECHANICAL
PLAYCORE WISCONSIN INC
SHILDAN INC
ADP LLC
ARBOR CONTRACT CARPET INC
JPL ENTERPRISES, LLC DBA
NEVADA SIERRA PAINTING LLC
AHLBORN STRUCTURAL STEEL, INC.
NEUTRON AUTOMOTIVE CONTROLS
INC
SCOTT WANEKA INC.
DONALD STEINMAN ELECTRIC
BROTHERTON PAINTING INC.
TX-SOUTHWEST FLOORS INC
JOHNSON CONTROLS FIRE
PROTECTION LP
MITSUBISHI ELECTRIC UC, INC.
MOSER INC.
PLATTERZ INC
CORPORATE TECHNOLOGY
SOLUTIONS
CARNEY BADLEY SPELLMAN
GARY MERLINO CONSTRUCTION CO.
MSS CONSTRUCTION INC DBA BMG
ROOFIN
UNITED SITE SERVICES INC.
NORTHWEST WINDOW
INSTALLATION LLC
BARNHART CRANE AND RIGGING CO
SUN DEVIL EXTERIORS LLC
COSMO CABINETS, LLC
PROCORE TECHNOLOGIES, INC.
GABRIEL AND SONS WELDING INC
ZYTECH BUILDING SYSTEMS LP
VIVO
GALE CONTRACTOR SERVICES
MORALES ARTISTIC WROUGHT IRON,
LLC
METAL-WELD SPECIALTIES, INC.
LEGEND CUSTOM WOODWORKING
INC
GENESIS HOSPITALITY CORP

SKYLINE DECKING LTD
JOHNS MANVILLE
HILTY'S INTERNATIONAL, INC
STONELAKE MASONRY, INC.
JANES GYPSUM FLOORS INC.
C & C MECHANICAL LLC
E-M CONSTRUCTION COMPANY
ACME CONSTRUCTION SUPPLY CO.,
INC.
REVOLVE HOLDINGS LLC
AHERN RENTALS INC
AZTECA REBAR, INC.
INTERIOR PRESERVATION INC
GOODTHINGS
BOREAL CONTRACTORS LLC
NEW WINGS, INC.
SONATA SOFTWARE NORTH
AMERICA INC.
WILDWOOD TRADING GROUP
MILESTONE METAL, INC.
SPD CONTRACTING, INC
SOUTH LANDING BUILDING A LLC
BORDER STATES INDUSTRIES, INC.
P AND G REMODELING
THE PREMIER GROUP STAFFING
ALBRECHT BIRKENBUEL, INC.
TM GENERAL CONSTRUCTION INC
EMPIRE WALL SYSTEMS, INC.
LURRE' CONSTRUCTION, INC
APPLIED CONVEYOR TECHNOLOGY
ITALKRAFT, LLC.
KODIAK ROOFING &
WATERPROOFING
MGR CONSTRUCTION SERVICES INC
PATRIOT FIRE PROTECTION, INC.
RAINBOW FEDERAL, INC.
PERSISTENT SYSTEMS LIMITED
BARRETT-HOMES CONTRACTORS
INC.
GARNER ELECTRIC WASHINGTON
LLC
BMC WEST LLC
COOPER WIRING DEVICES
EM BUILDING CONTRACTORS
CEMEX
KELLOGG FIRE N WIRE INC.

MIRAGE PLASTERING, INC.
REDFIELD IP PROFESSIONAL CORP
AXIOM DIVISION 7 INC.
NAMPA FLOORS & INTERIORS
MSI MECHANICAL SYSTEMS, INC.
APPLIED BUSINESS
COMMUNICATION
BAJA CONSTRUCTION CO., INC.
PAXION PARTNERS LP
TISCARENO ASSOCIATES PS
KIDDER MATHEWS (REEDO LP)
SAN JOAQUIN COUNTY
EXTREME EXCAVATING INC
MARK BEAMISH WATERPROOFING
INC
KISSOCK CONSTRUCTION
WASTE MANAGEMENT OF AZ, INC
GEN3 AZ, LLC
BELTZER BANGERT GUNNELL LLP
SUNBELT RENTALS INC.
STATESIDE POWER INC
ALCAL SPECIALTY CONTRACTING
INC
COLORADOCRETE
SIGNAL ONE FIRE
&COMMUNICATION
DIAMOND STRUCTURES INC.
VALLEY FABRICATORS LLC
MFS SUPPLY LLC
RED HAWK FIRE PROTECTION LLC
INTEGRATED LATH & PLASTER LLC
WEIGL CONCRETE LLC
EAST BAY RESTAURANT SUPPLY
MILES SAND & GRAVEL CO
ASSOCIATED BUILDING SPECIALTIES
DECEUNINCK NORTH AMERICA, LLC
RTI SYSTEMS, INC.
DAKERYN INDUSTRIES LTD

SCHEDULE 1(q)

Debt

Greensill Capital (UK) Limited

Schedule 2

Prime Clerk Client Connections

(None)

Exhibit B

Engagement Agreement

Prime Clerk LLC Engagement Agreement

This Agreement is entered into as of November 19, 2020 between Prime Clerk LLC ("**Prime Clerk**") and Katerra Inc. (together with its affiliates and subsidiaries, the "**Company**").¹

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Prime Clerk agrees to provide the Company with consulting services regarding legal noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statements of financial affairs, communications, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement) and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "**Services**").
- (b) The Company acknowledges and agrees that Prime Clerk will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "**Company Parties**") with respect to providing Services hereunder. The parties agree that Prime Clerk may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company.
- (c) The Company agrees and understands that Prime Clerk shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Prime Clerk will provide the Services on an as-needed basis and upon request or agreement of the Company, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the "**Rate Structure**"); provided, however that Prime Clerk will provide a discount of 10% off the attached hourly rates. The Company agrees to pay for reasonable and documented out of pocket expenses incurred by Prime Clerk in connection with providing Services hereunder.
- (b) The Rate Structure sets forth individual unit pricing for each of the Services. The Company may request separate Services or all of the Services.
- (c) Prime Clerk will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Prime Clerk may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

¹ The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

- (d) In case of a good faith dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Prime Clerk within 10 days of receipt of the invoice. The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Prime Clerk or paid by Prime Clerk to a taxing authority.
- (g) Upon execution of this Agreement, the Company shall pay Prime Clerk an advance of \$50,000. Prime Clerk may use such advance against unpaid fees and expenses hereunder. Prime Clerk may use the advance against all prepetition fees and expenses, which advance then shall be replenished immediately by the Company to the original advance amount; thereafter, Prime Clerk may hold such advance to apply against unpaid fees and expenses hereunder. Following the termination of the Agreement, Prime Clerk shall return to the Company any amount of the advance that remains following application of the advance to the payment of unpaid fees and expenses hereunder.
- (h) Prime Clerk reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If such annual increases represent an increase greater than 10% from the previous year's levels, Prime Clerk shall provide 30 days' notice to the Company of such increases.
- (i) For the avoidance of doubt, to the extent that the Company commences proceedings under chapter 11 of the Bankruptcy Code (as defined below), the payment of Prime Clerk's fees and expenses as set forth in this Agreement during the pendency of such cases shall be subject, in all respects, to the requirements of any applicable order of the United States Bankruptcy Court (the "**Bankruptcy Court**") with jurisdiction over the Company's chapter 11 proceedings (the "**Chapter 11 Cases**").

3. Retention in Bankruptcy Case

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "**Bankruptcy Code**"), the Company promptly shall file applications with the Bankruptcy Court to retain Prime Clerk (i) as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Prime Clerk.
- (b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Prime Clerk will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

- (a) The Company and Prime Clerk agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was

publicly available, already in the party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a party shall bear no responsibility for publicly disclosing such information.

- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

5. Property Rights

Prime Clerk reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "**Property**") furnished by Prime Clerk for itself or for use by the Company hereunder. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Prime Clerk hereunder.

6. Bank Accounts

At the request of the Company or the Company Parties, Prime Clerk shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Prime Clerk's agreement with financial institutions, Prime Clerk may receive compensation from such institutions for the services Prime Clerk provides pursuant to such agreement.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to the other party; or (ii) immediately upon written notice for Cause (as defined herein). "**Cause**" means (i) bad faith, actual fraud, gross negligence, or willful misconduct of Prime Clerk or its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and/or agents that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Prime Clerk invoices for more than 60 days from the due date of the invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Prime Clerk where Prime Clerk reasonably believes it will not be paid.
- (b) If this Agreement is terminated after Prime Clerk is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Prime Clerk of its duties under such retention, which order shall be in form and substance reasonably acceptable to Prime Clerk.
- (c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Prime Clerk hereunder.
- (d) If this Agreement is terminated, Prime Clerk shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Prime Clerk shall provide the necessary staff, services and assistance

required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

8. No Representations or Warranties

Prime Clerk makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Prime Clerk and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the “**Indemnified Parties**”) from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, reasonable and documented counsel fees and expenses) (collectively, “**Losses**”) resulting from, arising out of or related to Prime Clerk’s performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnified Party.
- (b) Prime Clerk and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (c) The Company’s indemnification of Prime Clerk hereunder shall exclude Losses resulting from Prime Clerk’s bad faith, actual fraud, gross negligence, or willful misconduct.
- (d) The Company’s indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Prime Clerk’s liability to the Company for any Losses, unless due to Prime Clerk’s bad faith, actual fraud, gross negligence, willful misconduct, or breach of fiduciary duty (if any), shall be limited to the total amount paid by the Company for the portion of the particular work that gave rise to the alleged Loss. In no event shall Prime Clerk’s liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Prime Clerk for Services provided hereunder. In no event shall Prime Clerk be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. Company Data

- (a) The Company is responsible for, and Prime Clerk does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Prime Clerk and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, “**SOFAs and Schedules**”). Prime Clerk bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.

- (b) The Company agrees, represents and warrants to Prime Clerk that before delivery of any information to Prime Clerk: (i) the Company has full authority to deliver such information to Prime Clerk; and (ii) Prime Clerk is authorized to use such information to perform Services hereunder.
- (c) Any data, storage media, programs or other materials furnished to Prime Clerk by the Company may be retained by Prime Clerk until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Prime Clerk under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Prime Clerk. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Prime Clerk's Services for a period of 90 days or more, Prime Clerk may dispose of any such materials, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Prime Clerk.
- (d) If Prime Clerk is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Prime Clerk during the term of this Agreement and for a period of 12 months after termination thereof unless Prime Clerk provides prior written consent to such solicitation or retention.

13. Force Majeure

Whenever performance by Prime Clerk of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, pandemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Prime Clerk's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

14. Choice of Law

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

15. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in New York, New York in accordance with the United States Arbitration Act. Notwithstanding the foregoing, during the pendency of any Chapter 11 Cases by the

Company, any disputes related to this Agreement shall be decided by the Bankruptcy Court assigned to such Chapter 11 Cases.

16. Integration; Severability; Modifications; Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Prime Clerk.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Prime Clerk may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

17. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

18. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Prime Clerk: Prime Clerk LLC
 One Grand Central Place
 60 East 42nd Street, Suite 1440
 New York, NY 10165
 Attn: Shai Waisman
 Tel: (212) 257-5450
 Email: swaisman@primeclerk.com

If to the Company: Katerra Inc.
 2494 Sand Hill Road, Building 7, Suite 100
 Menlo Park, CA 94025
 Attn: Brendan Franich, VP, General Counsel
 Tel: (408) 438 8070
 Email: Brendan.Franich@katerra.com

With a copy to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attn: Brad Weiland and Dan Latona
Tel: (312) 862 7182 and (312) 862-3445
Email: bweiland@kirkland.com and
dan.latona@kirkland.com

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Prime Clerk LLC

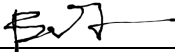


By: Shira Weiner

Title: General Counsel

Katerra Inc.

DocuSigned by:



By: Brendan Franich

Title: VP, General Counsel

RATES

Quality.
Partnership.
Expertise.
Innovation.

Claim and Noticing Rates

TITLE	HOURLY RATE
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Analyst

\$35 - \$55

The Analyst processes incoming proofs of claim, ballots and return mail, and physically executes outgoing mailings with adherence to strict quality control standards.

Technology Consultant

\$35 - \$95

The Technology Consultant provides database support for complex reporting requests and administers complicated variable data mailings.

Consultant/Senior Consultant

\$70 - \$170

The Consultant is the day-to-day contact for mailings, updates the case website, prepares and executes affidavits of service, responds to creditor inquiries and maintains the official claim register, including processing of claims objections and transfers. Prime Clerk Consultants have between three and five years of experience.

The Senior Consultant directs the data collection process for the master mailing list and Schedules & SOFA, oversees all mailings, performs quality control checks on all claims and ballots, and generates claim and ballot reports. Prime Clerk's Senior Consultants average over five years of experience.

Director

\$175 - \$195

The Director is the lead contact for the company, counsel and advisors on the case engagement and oversees all aspects of the bankruptcy administration, including managing the internal case team. In many instances, the executives of Prime Clerk will serve in this role at this rate. Prime Clerk's Directors have over ten years of experience and are typically former restructuring attorneys or paralegals.

Chief Operating Officer and Executive Vice President

No charge

Michael Frishberg, Prime Clerk's COO, and Ben Schrag, Prime Clerk's Executive Vice President, both former restructuring attorneys with collectively over twenty five years of experience, will add an additional supervisory layer to this matter at no charge.

RATES

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Partnership.
Expertise.
Innovation.

Solicitation, Balloting and Tabulation Rates

TITLE	HOURLY RATE
Solicitation Consultant The Solicitation Consultant reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. In addition, the Solicitation Consultant prepares customized reports relating to voting and other corporate events (such as exchange offers and rights subscriptions) and interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and other communications. Solicitation Consultants average over five years of experience.	\$195

Director of Solicitation The Director of Solicitation is the lead consultant in the plan solicitation process. The Director oversees and coordinates soliciting creditor votes on a plan of reorganization and will attest to solicitation processes and results. The Director also advises on public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of these processes. Prime Clerk's Director of Solicitation has over 15 years of experience and is a former restructuring attorney.	\$215
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Printing and Noticing Services

Printing	\$0.10 per page
Customization/Envelope Printing	\$0.05 each
Document folding and inserting	No charge
Postage/Overnight Delivery	Preferred Rates
Public Securities Events	Varies by Event
E-mail Noticing	No charge
Fax Noticing	\$0.10 per page
Proof of Claim Acknowledgment Card	\$0.10 per card
Envelopes	Varies by Size

Newspaper and Legal Notice Publishing

Coordinate and publish legal notices	Available on request
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RATES

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Partnership.
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Case Website	
Case Website setup	No charge
Case Website hosting	No charge
Update case docket and claims register	No charge
Client Access	
Access to secure client login (unlimited users)	No charge
Client customizable reports on demand or via scheduled email delivery (unlimited quantity)	No charge
Real time dashboard analytics measuring claim and ballot information and document processing status	No charge
Data Administration and Management	
Inputting proofs of claim and ballots	Standard hourly rates (no per claim or ballot charge)
Electronic Imaging	\$0.12 per image
Data Storage, maintenance and security	\$0.10 per record per month
Virtual Data Rooms	Available on request
On-line Claim Filing Services	
On-line claim filing	No charge
Call Center Services	
Case-specific voice-mail box	No charge
Interactive Voice Response ("IVR")	No charge
Monthly maintenance	No charge
Call center personnel	Standard hourly rates
Live chat	Standard hourly rates
Disbursement Services	
Check issuance and/or Form 1099	Available on request
W-9 mailing and maintenance of TIN database	Standard hourly rates